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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**FIRST AMENDMENT TO OIL, GAS AND MINERAL LEASE, SURFACE WAIVER AGREEMENT AND PIPELINE EASEMENT INCIDENT TO LEASE**

This First Amendment to Oil, Gas and Mineral Lease, Surface Waiver Agreement and Pipeline Easement Incident to Lease (this "Agreement") is entered into effective this 28th day of October, 2008, between BANK OF AMERICA, N.A., TRUSTEE UNDER THE WILL OF A.M. PATE, BANK OF AMERICA, N.A., TRUSTEE OF THE A.M. PATE, JR. MARITAL TRUST, BANK OF AMERICA, N.A., TRUSTEE OF THE A.M. PATE JR. CHARITABLE TRUST, BANK OF AMERICA, N.A., TRUSTEE OF THE A.M. PATE III TRUST, BANK OF AMERICA, N.A., TRUSTEE OF THE SHEILA L. PATE TRUST, BANK OF AMERICA, N.A., TRUSTEE OF THE CHARLES PATRICK PATE TRUST, BANK OF AMERICA, N.A., TRUSTEE OF THE SHARON L. PATE TRUST, BANK OF AMERICA, N.A., TRUSTEE OF THE CHRISTOPHER TODD MILLER TRUST, BANK OF AMERICA, N.A., TRUSTEE OF THE CHARLES PATRICK PATE, JR. TRUST, BANK OF AMERICA, N.A., TRUSTEE OF THE ADLAI PRESTON PATE TRUST, BANK OF AMERICA, N.A., TRUSTEE OF THE MASON L. PATE TRUST, BANK OF AMERICA, N.A., TRUSTEE OF THE CHRISTOPHER TODD MILLER TRUST UNDER AGREEMENT; BANK OF AMERICA, N.A., TRUSTEE FOR CHARLES PATRICK PATE, JR. TRUST UNDER AGREEMENT; BANK OF AMERICA, N.A., TRUSTEE FOR THE MASON LANSDEN PATE TRUST UNDER AGREEMENT; TEXAS CHRISTIAN UNIVERSITY, TEXAS WESLEYAN UNIVERSITY, AUSTIN COLLEGE AND CHARLES PATRICK PATE, INDIVIDUALLY whose collective address is P.O. Box 2560, Fort Worth, Texas 76102 ("Grantor") and RANGE TEXAS PRODUCTION, LLC, a Texas limited liability company, whose address is 100 Throckmorton Street, Suite 1200, Fort Worth, Texas 76102 ("Grantee").

**Recitals**

A. Grantor and Adexco Production Company, entered into that one certain Oil and Gas Lease ("Lease") dated December 28, 2004, covering the property described in Exhibit A attached hereto (the "Property"). Adexco Production Company assigned the Lease to DTE Gas Resources, LLC, and Grantee has taken an assignment of the lessee's interest in the Lease from DTE Gas Resources, LLC.

B. Wells have been drilled on four (4) pad sites on the Property and a gathering line system laid between those wells which exits the Property at the south boundary of the Property.

C. In light of threatened condemnation of the Property by certain governmental entities with respect to the extension of Highway 121 and widening of Dirks Road, Grantor and Grantee find it necessary to relocate some of the existing pipeline locations.

D. To facilitate the foregoing, Grantee has requested that Grantor approve and grant to Grantee an easement for up to two underground pipelines across a portion of the Property.

E. Grantor has agreed to approve and grant the requested easement on the terms and conditions hereinafter set forth.

## Agreement

### Article I Pipeline Easement

#### 1.01 Pipeline Easement Area and Uses.

(a) For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, Grantor does hereby grant, bargain, sell, and convey unto Grantee, its successors and assigns, a nonexclusive easement under and through a twenty foot (20') wide strip of land (the "Pipeline Easement Area") the centerline of which is depicted on Exhibit B attached hereto and made a part hereof, to survey, construct, install, maintain, operate, inspect, repair (but not increase the size beyond six inches (6") or realign), remove and replace (a) a single underground pipeline never to exceed six inches (6") in inside diameter for the transportation of only unrefined natural gas (without limiting the foregoing, it is specifically understood that the pipeline may not transport naptha, gasoline, diesel, kerosene, jet fuel, or other distillates or byproducts obtained from refining or processing crude oil) and (b) a single underground pipeline never to exceed four inches (4") in inside diameter to serve as a lift line for the operation of Grantee's wells (the pipelines themselves being herein called collectively the "Pipelines" and such described uses being herein respectively called the "Permitted Uses"), together with such below-ground appurtenances as are necessary and the following above-ground appurtenances to the extent required by law or necessary to allow Grantee complete use of the Pipelines for the Permitted Uses: pipeline markers and cathodic protection test leads, only within the boundaries of the Pipeline Easement Area. The average operating pressure of the Pipelines shall be approximately 250 psi. There are no compressors permitted on the Pipeline Easement Area and no other above-ground appurtenances or equipment of any kind permitted on the Pipeline Easement Area except as described above.

(b) To have and to hold unto Grantee, its successors and assigns; however, Grantee shall have the right to terminate all or any part of the rights granted herein by filing a release of same in the county records. Grantor hereby binds Grantor, Grantor's successors and assigns, to warrant and forever defend all and singular the Pipeline Easement Area unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming the same or any part thereof, by, through, and under Grantor, but not otherwise. This grant is subject to all valid existing easements and other documents of record and all matters that would be disclosed by a physical inspection and on-the-ground survey of the Pipeline Easement Area.

(c) In further consideration of the grant of easement and the agreements of Grantor set forth herein (1) Grantee hereby waives, releases, and disclaims: (i) any and all rights under the Oil and Gas Lease or otherwise to construct, install, or lay any pipeline on any part of

the Property other than the Pipelines within the Pipeline Easement Area; and (ii) any special commissioners' award, settlement, judgment, payment in lieu of condemnation, or other award or payment of any kind payable to or for the benefit of Grantor related to, or arising out of any pending or threatened condemnation of the Property by certain governmental entities with respect to the extension of Highway 121 and widening of Dirks Road, but not as to any future threatened or actual condemnation, and hereby agrees not to file objection to any such award or payment; and (2) Grantee agrees that any of Grantee's pipe in the ground that is outside the Pipeline Easement Area will either be abandoned in place in accordance with all existing laws governing pipeline abandonment or, at the election of Grantor, such election to be made within thirty (30) days from the date hereof, removed from the ground by Grantee and Grantor shall reimburse Grantee its actual out of pocket expenses for such removal up to, but not to exceed, Twenty-five Thousand Dollars (\$25,000) If the pipe is removed the surface will be restored as described in paragraph 1.04 below.

AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, GRANTEE AGREES THAT GRANTEE IS ACQUIRING THIS EASEMENT "AS IS" AND "WHERE IS" WITH ALL FAULTS AND DEFECTS, LATENT AND PATENT. GRANTEE ACKNOWLEDGES AND AGREES THAT EXCEPT AS SPECIFICALLY SET FORTH HEREIN GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE NATURE, QUALITY OR CONDITION OF THE EASEMENT PROPERTY. GRANTEE ACKNOWLEDGES THAT GRANTEE, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE EASEMENT PROPERTY, IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE EASEMENT PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF GRANTOR OR ANY STATEMENT, REPRESENTATION, ASSERTION OR NON-ASSERTION MADE BY OR ON BEHALF OF GRANTOR WITH RESPECT TO THE EASEMENT PROPERTY.

1.02 Temporary Construction Easements. For the same consideration, Grantor hereby grants to Grantee a non-exclusive temporary construction easement (the "Temporary Construction Easements") over the following tracts (collectively the "Temporary Construction Tracts"):

- (a) a thirty foot (30') wide strip of land parallel and adjacent to the east side of the Pipeline Easement Area as it leaves the Pate #4H well and heads North to Dirks Road;
- (b) a thirty foot (30') wide strip of land parallel and adjacent to the south side of the Pipeline Easement Area as it runs west to east along Dirks Road;
- (c) a thirty foot (30') wide strip of land parallel and adjacent to the west side of the Pipeline Easement Area as it leaves Dirks Road and runs south along the City of Fort Worth sanitary sewer easements;
- (d) a thirty foot (30') wide strip of land parallel and adjacent to the west side of the Pipeline Easement Area as it leaves the Pate #3H well and heads south to its terminus at the Pate #1H Well, together with the two 100' x 150' bore pits, all as shown on Exhibit B and for the purposes of moving and using vehicles and construction equipment and storing construction materials thereon only during the initial construction of the Pipelines.

The Temporary Construction Easements for the initial construction shall terminate on the earlier of:

- (i) one hundred twenty (120) days after Grantee has commenced any construction on the Property,
- (ii) twelve (12) months after the date hereof;
- (iii) immediately after the completion of construction of the Pipelines.

From time to time after the initial construction of the Pipelines, to the extent reasonably necessary for purposes of

inspecting, repairing or replacing the Pipelines, or installing a second pipeline if only one was installed initially, Grantee shall have a Temporary Construction Easement over and across: (e) a ten foot (10') wide strip of land parallel and adjacent to the east side of the Pipeline Easement Area as it leaves the Pate #4H well and heads north to Dirks Road; (f) a ten foot (10') wide strip of land parallel and adjacent to the south side of the Pipeline Easement Area as it runs west to east along Dirks Road; (g) that portion of the Property that is directly burdened by the sewer line easements shown on Exhibit B; and (h) a ten foot (10') wide strip of land parallel and adjacent to the west side of the Pipeline Easement Area as it leaves the Pate #3H well and heads south to its terminus at the Pate #1H Well. Prior to utilizing the Temporary Construction Tracts for any work after the initial construction, Grantee shall give Grantor at least ten (10) days' advance written notice. During only the initial construction, if Grantee encounters a sewer line manhole within the Temporary Construction Tract, Grantee shall have such reasonable additional work space as is required to work around the manhole.

1.03 Specifications. Grantee shall use the "double ditch" method of digging the trench for the Pipelines and shall take measures to replace the existing top soil to the surface. The Pipelines shall be covered by a minimum of six feet (6') of soil, both vertically and horizontally, measured from the closest perimeter of the pipe to the surface of the ground, and shall be buried to a deeper depth if required by any applicable law, rule, regulation or ordinance. Grantee shall, at its sole cost and expense, install a metal pipe gate at least twelve feet (12') wide where the Pipelines enter or exit the Property. The gate and the fence on each side of the gate must be constructed in a good and workmanlike manner and firmly and sufficiently braced using the materials described in Section 4 below.

1.04 Pipeline Easement Area Restrictions and Restoration. After installation or repair of the Pipelines, the ground will be restored to as near its original level and grade as is reasonably practicable so that there shall not be any permanent mounds, ridges, sinks, or trenches along the Easement. Grantee shall fully restore all private roads, ponds, livestock tanks, and drainage and irrigation ditches and retention areas disturbed by Grantee's operation to their condition prior to such operation. During construction, Grantee shall provide Grantor access across any right-of-way where the same crosses private roads. Grantee shall H-frame with adequate posts (consisting of four inch (4") pipe or larger, set four feet (4') deep and capped with steel) set in concrete if necessary, on both sides of the Easement where cuts are made in fences, before the same are cut. The soil of the disturbed area shall be reseeded with native grass seed selected by Grantor and initially irrigated by Grantee. Grantee shall make no cuts in the surface of the ground leading to or away from the Pipeline Easement Area and make no cuts or changes in the surface of the ground in the Pipeline Easement Area except as shall be necessary to enable pipeline-laying machinery to operate. Grantee agrees to deposit at a location or locations on the Property to be designated by Grantor, or at Grantor's option, remove from the Property, all rock exposed and such other debris caused by excavation. Any brush trimmed or excavated shall be mulched and piled at a single location to be chosen by Grantor for use or burning by Grantor or, at Grantor's option, removed from the Property by Grantee. Grantee shall at all times keep the Pipeline Easement Area and the Temporary Construction Tracts properly fenced so as to prevent animals from being harmed or from escaping Grantor's Property or entering public roadways.

**1.05 Grantee's Limited Ingress and Egress to the Pipeline Easement Area.**

(a) Grantee shall conduct its activities as far as reasonably practicable in such manner as to cause the least inconvenience and disruption to Grantor's use of the Property. Grantee at any and all reasonable times shall have the right of ingress and egress on, upon, and along the Pipeline Easement Area for the Permitted Uses; provided, however, except in the case of emergencies, Grantee agrees to give at least forty-eight (48) hours advance notice to Grantor of any activities of Grantee affecting the surface of the Pipeline Easement Area. Except for Grantee's use of the Temporary Construction Tracts while the Temporary Construction Easements are in effect, the right of ingress and egress to the Pipeline Easement Area shall be limited to entry by gate at the Pipeline Easement Area itself, and with respect only to Grantee's pipeline operation, Grantee shall have no right to ingress or egress across any other portion of the Property in order to access the Pipeline Easement area.

(b) The ingress and egress limitations of 1.05(a) above apply only to the Pipelines and the Pipeline Easement Area and do not limit Grantee's rights under the Lease with respect to its drill sites and lease access roads. Grantor and Grantee agree that upon request of Grantor, Grantee will survey the existing drill sites and mutually agreeable access routes on the Property (other than those on the East Remaining Land, which Grantor and Grantee have defined and surveyed pursuant to 2.02 below) and will execute and deliver a further lease amendment (the "Further Amendment") defining such drill sites and access routes and release all other surface rights in the Property except as described in this Agreement and in the Further Amendment.

(c) In the event that Grantor locks any gate where the Pipelines enter or exit the Property, Grantor shall furnish Grantee a key or other access to any such locks. In the alternative, Grantor may allow Grantee to install its own lock provided Grantee provides Grantor a key thereto prior to the installation of the lock.

**1.06 Grantor's Use of the Surface.** Grantor reserves the right, and Grantee hereby consents to and agrees with such right, to use the surface of the Pipeline Easement Area for whatever purposes Grantor desires, including the removal of timber, subject to the limitations that (1) Grantor will not hereafter construct any buildings, structures, or permanent impoundments of water within the Pipeline Easement Area; (2) Grantor will not drill, explore, mine, produce, or operate a well or mine within the Pipeline Easement Area (but a well bore at least 200 feet below the pipeline shall not be deemed a violation of this provision); and (3) the Pipelines must be left with proper and sufficient support and not obstructed, damaged, or materially and unreasonably interfered with. Grantor reserves specifically, in addition to and without limiting the reservations above, (a) the right to construct gravel, asphaltic, or concrete driveways, roadways, and streets and parking areas (provided, however, that such driveways, roadways, and streets must intersect the Pipelines at angles of forty-five degrees ( $45^\circ$ ) or greater; (b) the right to construct sewer, water, gas distribution, electric and telephone lines, or like utilities across or within the Pipeline Easement Area, if they intersect the Pipelines at angles of forty-five degrees ( $45^\circ$ ) or greater; and (c) the right to install landscaping (but not trees) on the surface of the Pipeline Easement Area. Grantee shall not be responsible for replacing or repairing damage to Grantor's surface improvements hereafter constructed within the Pipeline

Easement Area as a result of the reasonably necessary construction of a second line (being the 4" lift line), inspection, maintenance, repair or replacement of the Pipelines.

1.07 Grantee's Maintenance and Use. Grantee agrees that its use of the Pipeline Easement Area and its operation of the Pipelines shall at all times comply with all legal requirements. Grantee agrees to construct and maintain the Pipelines and any allowed appurtenant facilities in a good and workmanlike manner. After the original construction of the Pipelines within the Pipeline Easement Area, and except as provided in the last sentence of 1.06 above, Grantee shall restore the surface of the Property at Grantee's expense in the event of any reasonably necessary inspection, maintenance, repair or replacement.

1.08 No Grantee Pipeline Taps. Grantee shall not tap, "T" into, or otherwise connect to the Pipelines at any point within the Pipeline Easement Area, except to serve the wells of Grantee that are located on the Property; otherwise, the Pipelines are to run straight through the Pipeline Easement Area.

1.09 As-Built Survey. Within thirty (30) days after completion of construction, Grantee will have the actual in-the-ground location of all of its pipelines on the Property surveyed by a Registered Public Surveyor in the State of Texas, with the certification addressed to both Grantor and Grantee, and shall provide three (3) full size blueline copies of the survey to Grantee.

1.10 Indemnification.

(a) Grantee shall be responsible for any and all damage to persons or property caused, in whole or in part, by operation of the Pipelines, or the exercise of any rights granted hereunder to Grantee. Grantee hereby releases and shall defend, indemnify, and hold harmless Grantor, Grantor's tenants and agents, and Grantor's heirs and assigns (collectively, the "Indemnified Parties") from and against all liability, damages, losses, suits, claims, actions, or injury, death, penalties, or causes of action, costs and expenses of whatsoever nature (including reasonable attorney's fees) (collectively, "Liability") to persons or property that occur during the term of this Agreement and are caused by or arising out of or in connection with any installation, construction, operation, maintenance, inspection, repair, replacement, or alteration of the Pipelines, the Pipeline Easement Area, or the Temporary Construction Tracts and related appurtenances, except to the extent resulting from the sole negligence, gross negligence, or willful misconduct of the Indemnified Parties. **GRANTEE SHALL INDEMNIFY THE INDEMNIFIED PARTIES IN THE EVENT OF THE CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE INDEMNIFIED PARTIES. THIS INDEMNITY INDEMNIFIES THE INDEMNIFIED PARTIES AGAINST THEIR OWN NEGLIGENCE.** This indemnity obligation shall survive the termination or expiration of this Agreement.

(b) Grantee shall maintain in effect at all times comprehensive general liability insurance covering operations on the Property of Grantor in an amount not less than Two Million Dollars (\$2,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate and provide Grantor reasonable evidence of the maintenance of such insurance. Such

insurance shall name Grantor as additional insured and cover Grantee's contractual indemnity obligation set forth herein.

1.11 No Liens. Grantee shall not permit any lien or claim for lien for any mechanic, labor, or supplier or any other lien to be filed against the Pipeline Easement Area or the Temporary Construction Tracts arising out of the work performed or materials supplied in connection with the work contemplated in this Agreement to, or at the direction of, or on behalf of, Grantee, any contractor of Grantee, or any of Grantee's agents, employees, or representatives, but only to the extent any of the foregoing acts that cause a lien to be asserted occur during the term of this Agreement. If any lien or claim for lien is filed against the Pipeline Easement Area or the Temporary Construction Tracts in breach of the immediately preceding sentence, Grantor shall promptly provide notice thereof to Grantee and Grantee shall cause the lien or claim for lien to be released of record, all at Grantee's sole cost and expense.

1.12 Prohibited Activities. (a) It is expressly provided that this right-of-way grant does not cover or include any rights or privileges of hunting or fishing of any kind on the Pipeline Easement Area, nor the taking of game or fish in any manner, all such hunting and fishing rights being expressly reserved to Grantor; (b) no firearms, alcoholic beverages, illegal drugs, or contraband of any kind shall be brought onto the Pipeline Easement Area by Grantee; and (c) no open fires or flames shall be allowed upon the Property without the written consent of Grantor. Grantee agrees to instruct its agents, servants, employees, and contractors, not to violate 1.12 (a)-(c) above, and if such person or persons shall violate any of these provisions, they shall then and thereafter be trespassers thereon and subject to the penalties of the trespass laws of the State of Texas. Grantee agrees to instruct such person or persons not to thereafter enter upon the Pipeline Easement Area for any purpose whatsoever.

1.13 Termination of Agreement. This Agreement and all rights of Grantee hereunder may, at the election of Grantor set forth in writing and filed of record in the Real Property Records of Tarrant County, be terminated: (a) in the event a release instrument is executed by Grantee and ratified by Grantor and recorded in the county records; (b) in the event of default by Grantee of any of its obligations hereunder and Grantee's failure to cure the default within thirty (30) days after written notice of default from Grantor to Grantee (provided, however, if the default is not capable of cure during such thirty (30) day period, then Grantee shall have such additional time as may be reasonably required, not to exceed in any event ninety (90) additional days, in order to cure the default so long as Grantee has, during the thirty (30) day period, promptly commenced cure of the default and so long as Grantee diligently prosecutes its efforts to cure during the extended cure period); or (c) in the event of termination pursuant to 1.14 below.

1.14 Termination Upon Termination of Lease or Cessation of Use. Should the Lease terminate or should Grantee cease to use the Pipelines within the Pipeline Easement Area, and such cessation shall be for a continuous period in excess of twelve (12) months, this Agreement and all rights herein granted to Grantee may, at the election of Grantor set forth in writing and filed of record in the Real Property Records of Tarrant County, Texas, be terminated; provided, however, that should Grantee be prevented from maintaining the Pipelines due to force majeure, the non-maintenance shall not be deemed as abandonment.

1.15 Actions Upon Termination. Upon termination of the Agreement, the following terms and conditions apply:

- (a) Grantee may abandon the pipe in the ground subject to the remaining terms set forth below.
- (b) Grantee shall conduct a thorough analysis of the Pipeline Easement Area for the existence of any contaminants related to the Pipelines or their operations and all such contaminants shall be properly remediated according to all federal, state, county, city, or other applicable ordinances, rules and regulations.
- (c) All liquids shall be removed from the Pipelines before abandonment and the line filled with nitrogen gas.
- (d) The pipe shall be severed on all ends of the Easement and properly capped to seal all the Pipelines being abandoned in the ground.
- (e) All portions of the abandoned Pipelines or related facilities located above ground shall be removed and any connections to the Pipelines shall be capped as described above.
- (f) Grantee shall deliver to Grantor a recordable release of this Pipeline Easement.
- (g) After abandonment, Grantee shall restore the surface to its original condition as near as practical according to the requirements described herein.

1.16 Covenant Running with Title to Land. The covenants contained in this agreement shall constitute covenants running with the Pipeline Easement Area and shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs, successors, assigns, lessees, grantees, and beneficiaries. Upon the sale by Grantor of the Property, which includes the Pipeline Easement Area, Grantor shall be released from all liabilities, obligations, and duties arising after such sale; provided, however, that such sale shall be subject to all of the terms, provisions, and conditions of this Agreement.

## Article II Special Provisions

2.01 121 Land. Grantor has advised Grantee that Grantor has entered into a contract or agreement with the Texas Department of Transportation ("121 Purchaser") to sell and convey to 121 Purchaser that certain 34.099 acre tract of land described on attached Exhibit C ("121 Land"). The sale of the 121 Land is in lieu of condemnation. For valuable consideration, Grantee hereby waives, releases, and quitclaims to Grantor all of its rights to the surface or subsurface of the 121 Land for any purpose, whether under the Lease or otherwise, except as set forth in that one certain Utility Joint Use Acknowledgment between Grantee and 121 Purchaser

and as specifically set forth in this Agreement; provided, however, Grantor has reserved all oil, gas, and sulphur and other minerals in and under the 121 Land (but has waived surface rights as described in the deed from Grantor to 121 Purchaser) and the foregoing waiver, release and quitclaim by Grantee is not and shall not be deemed to be a waiver, release, or conveyance of Grantee's rights under the Lease to explore for and produce the oil, gas and other minerals under the 121 Land by horizontal or directional drilling methods and well bores that utilize the subsurface of the 121 Land upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof by 121 Purchaser or in any way interfere with, jeopardize, or endanger the facilities of 121 Purchaser or create a hazard to the public users thereof. Further, nothing herein shall affect the title and rights of the 121 Purchaser to take and use without compensation any water, stone, earth, gravel, caliche, iron ore gravel, or other road building materials upon, in, and under the 121 Land for the construction and maintenance of the State Highway System of Texas. Grantee further waives, releases, and disclaims all right and claim to any special Commissioner's Award, settlement, and/or judgment entered into by and between Grantor and 121 Purchaser or in any condemnation lawsuit with respect to the 121 Land, and agrees not to file objections to any Commissioner's Award in any condemnation lawsuit with respect to the 121 Land, and assigns to Grantor, in their undivided interest ownership percentages in the Property, any interest Grantee may have had to such award, settlement and/or judgment entered into. Grantee agrees to enter into and sign a disclaimer of interest with respect to the 121 Land, if requested by Grantor, in any condemnation lawsuit. The foregoing waivers, releases, conveyances, and disclaimers apply only to the 121 Land.

2.02 East Remaining Land. Grantor's land east of the 121 Land is herein called the "East Remaining Land". For the same consideration, Grantee hereby waives, releases, and quitclaims to Grantor all of its rights to use the surface of the East Remaining Land for any purpose, including pipelines, roads, or drill sites, except the drill site, access road, and pipeline easement which are also shown on attached Exhibit B (collectively the "East Remaining Land Surface Rights"); provided, however, the foregoing waiver, release and quitclaim is not and shall not be deemed to be a waiver, release, or conveyance of Grantee's rights under the Lease to explore for and produce the oil, gas and other minerals under the East Remaining Land by horizontal or directional drilling methods and well bores that utilize the subsurface of the East Remaining Land. The foregoing waiver, release, and conveyance applies only to the East Remaining Land. Subject to the provisions of this Agreement which describe specific pipeline specifications and limitations, Grantor and Grantee agree that the East Remaining Land Surface Rights are intended to, and do, provide Grantee the full and unencumbered right to use such drill site, access road, and pipeline easement in such manner as Grantee finds necessary or desirable to affect the efficient production of oil, gas and other minerals from the Property, from lands properly pooled with the Property in accordance with the Lease, and from other lands to the extent hereafter authorized and approved in writing by Grantor.

### Article III Miscellaneous

3.01 Notices. Until notified in writing of a different address, notices to Grantor shall be sent to:

Pamela A. Spadaro  
U.S. Trust, Bank of America Global Wealth Management  
901 Main Street, 16<sup>th</sup> Floor, TX1-492-16-03  
Dallas, Texas 75202  
Fax: 214-209-1681  
Email: [pamela.spadaro@ustrust.com](mailto:pamela.spadaro@ustrust.com)

with a copy to:

Dee S. Finley, Jr.  
Harris, Finley & Bogle, P.C.  
777 Main Street, Suite 3600  
Fort Worth, Texas 76102  
Fax: 817-333-1187  
Email: [dfinley@hfblaw.com](mailto:dfinley@hfblaw.com)

and notices to Grantee shall be sent to:

Range Texas Production, LLC  
Attn: Mike L. Middlebrook  
100 Throckmorton Street, Suite 1200  
Fort Worth, Texas 76102  
Fax: 817-869-1423  
Email: [mmiddlebrook@rangeresources.com](mailto:mmiddlebrook@rangeresources.com)

with a copy to:

Richard Wiseman  
BROWN DEAN WISEMAN PROCTOR, HART & HOWELL, L.L.P.  
200 Fort Worth Club Building  
306 W. 7<sup>th</sup> Street  
Fort Worth, Texas 76102-4905  
Fax: 817-870-2427  
Email: [rwiseman@browndean.com](mailto:rwiseman@browndean.com)

3.02 Assignment. This Agreement is assignable by Grantee in whole, but not in part. No assignment shall be effective against Grantor until written notice of the assignment is provided by Grantee to Grantor, including a copy of the assignment instrument signed by the assignee and pursuant to which the assignee expressly assumes the obligations of Grantee hereunder and upon any such assignment and assumption by the assignee of Grantee, Grantee shall not be liable to Grantor for any obligations arising under this Agreement to the extent such obligations are incurred from and after the date of the assignment.

3.03 This Agreement incorporates all the agreements between the parties and no representation or statements, verbal or written, have been made modifying, adding to, or changing the terms of this Agreement.

3.04 Time is of the essence of this Agreement.

3.05 The Internal Revenue Code provides that a grantee of a real property interest in this country must withhold tax if the grantor is a foreign person. Grantor hereby certifies that Grantor is not a foreign person, for purposes of Internal Revenue Code compliance.

3.06 This Agreement may be executed in multiple counterparts and has been executed as of each person's respective date of acknowledgment.

**GRANTOR:**

Bank of America, N.A., Trustee Under  
Will of A.M. Pate

By: Pamela A. Spadaro  
Printed Name: Pamela A. Spadaro  
Sr. Vice President

Bank of America, N.A., Trustee for  
A.M. Pate, Jr. Marital Trust Under Will

By: Pamela A. Spadaro  
Printed Name: Pamela A. Spadaro  
Sr. Vice President

Bank of America, N.A., Trustee for  
Sheila L. Pate Trust Under Will

By: Pamela A. Spadaro  
Printed Name: Pamela A. Spadaro  
Sr. Vice President

Bank of America, N.A., Trustee for  
Sharon L. Pate Trust Under Will

By: Pamela A. Spadaro  
Printed Name: Pamela A. Spadaro  
Sr. Vice President

Bank of America, N.A., Trustee for  
Charles Patrick Pate, Jr. Trust Under Will

By: Pamela A. Spadaro  
Printed Name: Pamela A. Spadaro  
Sr. Vice President

Bank of America, N.A., Trustee for  
A.M. Pate, Jr. Charitable Trust Under Will

By: Pamela A. Spadaro  
Printed Name: Pamela A. Spadaro  
Sr. Vice President

Bank of America, N.A., Trustee for  
A.M. Pate III Trust Under Will

By: Pamela A. Spadaro  
Printed Name: Pamela A. Spadaro  
Sr. Vice President

Bank of America, N.A., Trustee for  
Charles Patrick Pate Trust Under Will

By: Pamela A. Spadaro  
Printed Name: Pamela A. Spadaro  
Sr. Vice President

Bank of America, N.A., Trustee for  
Adlai Preston Pate Trust Under Will

By: Pamela A. Spadaro  
Printed Name: Pamela A. Spadaro  
Sr. Vice President

Bank of America, N.A., Trustee for  
Mason L. Pate Trust Under Will

By: Pamela A. Spadaro  
Printed Name: Pamela A. Spadaro  
Sr. Vice President

Bank of America, N.A., Trustee for  
Christopher Todd Miller Trust Under Will

By: Pamela A. Spadaro

Printed Name: Pamela A. Spadaro  
Sr. Vice President

Bank of America, N.A., Trustee under  
Agreement for Charles Patrick Pate, Jr.  
Revocable Trust

By: Charles Patrick Pate

Printed Name: Charles Patrick Pate  
Sr. Vice President

Charles Patrick Pate

Texas Christian University

By: Brian Gutierrez

Brian Gutierrez  
Vice Chancellor for Finance/Admin.

GRANTEE:

Bank of America, N.A., Trustee under  
Agreement for Christopher Todd Miller  
Revocable Trust

By: Pamela A. Spadaro

Printed Name: Pamela A. Spadaro  
Sr. Vice President

Bank of America, N.A., Trustee under  
Agreement for Mason Lansden Pate  
Revocable Trust

By: Mason Lansden Pate

Printed Name: Mason Lansden Pate  
Sr. Vice President

Texas Wesleyan University

By: William Bleibdrey  
William Bleibdrey  
Sr. Vice President, Finance/Admin.

Austin College

By: Heidi B. Ellis  
Heidi B. Ellis  
Vice President of Business Affairs

RANGE TEXAS PRODUCTION, LLC

By: Mike Middlebrook  
Name: Mike Middlebrook  
Title: VP OF OPERATIONS

EXHIBIT LIST:

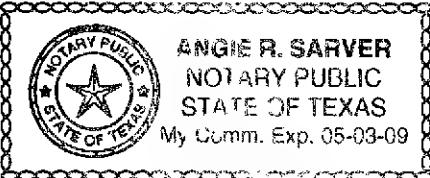
Exhibit A - Legal Description of Property – 348.18 Acres

Exhibit B - Drawing Depicting Centerline of 20' Pipeline Easement on Property West of 121  
Land and 20' Pipeline Easement, Drill Site, and Access Road on East Remaining  
Land

Exhibit C - Legal Description of 121 Land – 34.099 Acres

THE STATE OF TEXAS §  
COUNTY OF Dallas §

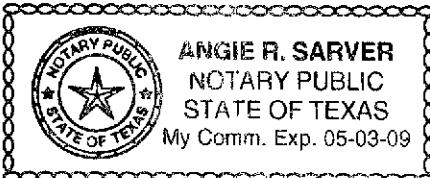
This instrument was acknowledged before me on the 26<sup>th</sup> day of November, 2008,  
by Pamela A. Spadaro, Sr. Vice President of Bank of America, N.A., a national banking  
association, Trustee under the WILL OF A.M. PATE, on behalf of the Bank as Trustee.



Angie R. Sarver  
Notary Public, State of Texas

THE STATE OF TEXAS §  
COUNTY OF Dallas §

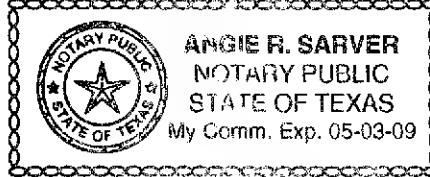
This instrument was acknowledged before me on the 26<sup>th</sup> day of November, 2008,  
by Pamela A. Spadaro, Sr. Vice President of Bank of America, N.A., a national banking  
association, Trustee of the A.M. PATE, JR. MARITAL TRUST UNDER WILL, on behalf of the  
Bank as Trustee.



Angie R. Sarver  
Notary Public, State of Texas

THE STATE OF TEXAS §  
COUNTY OF Dallas §

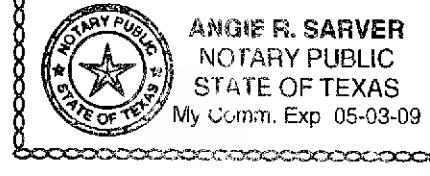
This instrument was acknowledged before me on the 26<sup>th</sup> day of November, 2008,  
by Pamela A. Spadaro, Sr. Vice President of Bank of America, N.A., a national banking  
association, Trustee of the A.M. PATE, JR. CHARITABLE TRUST UNDER WILL, on behalf  
of the Bank as Trustee.



Angie R. Sarver  
Notary Public, State of Texas

THE STATE OF TEXAS §  
COUNTY OF Dallas §

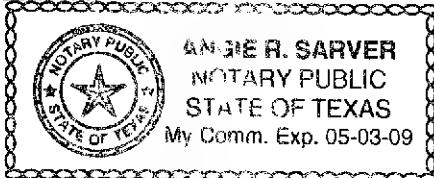
This instrument was acknowledged before me on the 26<sup>th</sup> day of November, 2008,  
by Pamela A. Spadaro, Sr. Vice President of Bank of America, N.A., a national banking  
association, Trustee of the A.M. PATE III TRUST UNDER WILL, on behalf of the Bank as  
Trustee.



Angie R. Sarver  
Notary Public, State of Texas

THE STATE OF TEXAS  
COUNTY OF Llano

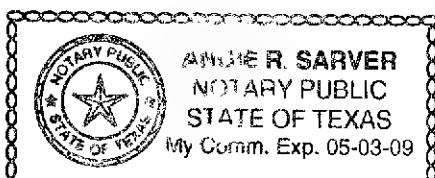
This instrument was acknowledged before me on the 16<sup>th</sup> day of November, 2008, by Pamela A. Spadaro, Sr. Vice President of Bank of America, N.A., a national banking association, Trustee of the SHEILA L. PATE TRUST UNDER WILL, on behalf of the Bank as Trustee.



Eric A. Shirey  
Notary Public, State of Texas

THE STATE OF TEXAS  
COUNTY OF Llano

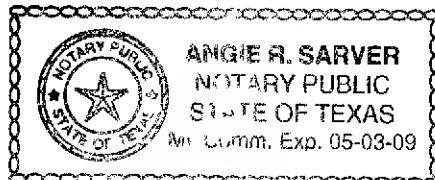
This instrument was acknowledged before me on the 26<sup>th</sup> day of November, 2008, by Pamela A. Spadaro, Sr. Vice President of Bank of America, N.A., a national banking association, Trustee of the CHARLES PATRICK PATE TRUST UNDER WILL, on behalf of the Bank as Trustee.



Anna K. Johnson  
Notary Public, State of Texas

THE STATE OF TEXAS  
COUNTY OF *Guadalupe*

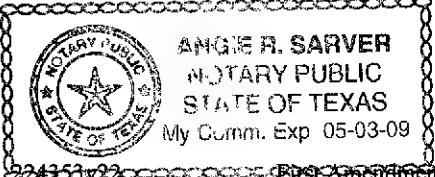
This instrument was acknowledged before me on the 20<sup>th</sup> day of November, 2008,  
by Pamela A. Spadaro, Sr. Vice President of Bank of America, N.A., a national banking  
association, Trustee of the SHARON L. PATE TRUST UNDER WILL, on behalf of the Bank as  
Trustee.



Angie R. Laine  
Notary Public, State of Texas

THE STATE OF TEXAS  
COUNTY OF ~~18145~~

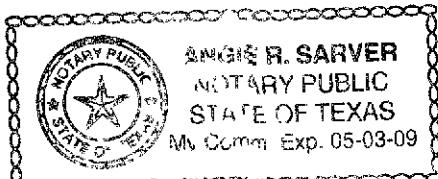
This instrument was acknowledged before me on the 20<sup>th</sup> day of November, 2008, by Pamela A. Spadaro, Sr. Vice President of Bank of America, N.A., a national banking association, Trustee of the ADLAI PRESTON PATE TRUST UNDER WILL, on behalf of the Bank as Trustee.



Laura N. Sauer  
Notary Public, State of Texas

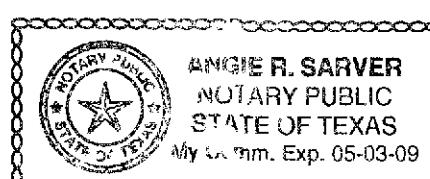
THE STATE OF TEXAS §  
COUNTY OF Dallas §

This instrument was acknowledged before me on the 30<sup>th</sup> day of November, 2008,  
by Pamela A. Spadaro, Sr. Vice President of Bank of America, N.A., a national banking  
association, Trustee of the MASON L. PATE TRUST UNDER WILL, on behalf of the Bank as  
Trustee.



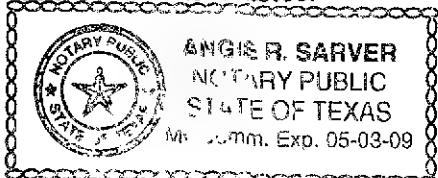
THE STATE OF TEXAS §  
COUNTY OF Dallas §

This instrument was acknowledged before me on the 30<sup>th</sup> day of November, 2008,  
by Pamela A. Spadaro, Sr. Vice President of Bank of America, N.A., a national banking  
association, Trustee of the CHARLES PATRICK PATE, JR. TRUST UNDER WILL, on behalf  
of the Bank as Trustee.



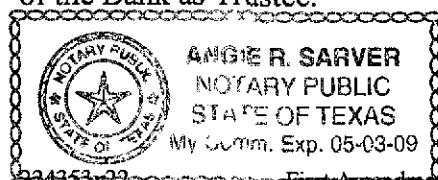
THE STATE OF TEXAS §  
COUNTY OF Dallas §

This instrument was acknowledged before me on the 30<sup>th</sup> day of November, 2008,  
by Pamela A. Spadaro, Sr. Vice President of Bank of America, N.A., a national banking  
association, Trustee of the CHRISTOPHER TODD MILLER TRUST UNDER WILL, on behalf  
of the Bank as Trustee.



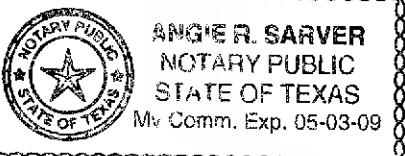
THE STATE OF TEXAS §  
COUNTY OF Dallas §

This instrument was acknowledged before me on the 30<sup>th</sup> day of November, 2008,  
by Pamela A. Spadaro, Sr. Vice President of Bank of America, N.A., a national banking  
association, Trustee of the CHRISTOPHER TODD MILLER REVOCABLE TRUST, on behalf  
of the Bank as Trustee.



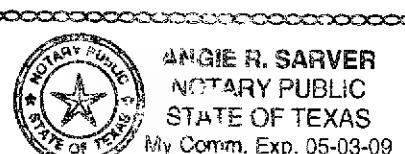
THE STATE OF TEXAS  
COUNTY OF Dallas §

This instrument was acknowledged before me on the 27<sup>th</sup> day of November, 2008,  
by Pamela A. Spadaro, Sr. Vice President of Bank of America, N.A., a national banking  
association, Trustee of the CHARLES PATRICK PATE, JR. REVOCABLE TRUST, on behalf  
of the Bank as Trustee.



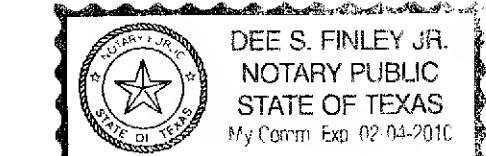
THE STATE OF TEXAS  
COUNTY OF Tyler §

This instrument was acknowledged before me on the 30<sup>th</sup> day of November, 2008,  
by Pamela A. Spadaro, Sr. Vice President of Bank of America, N.A., a national banking  
association, Trustee of the MASON LANSDEN PATE REVOCABLE TRUST, on behalf of the  
Bank as Trustee.



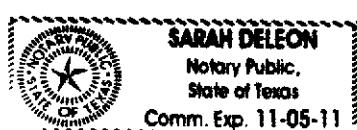
THE STATE OF TEXAS  
COUNTY OF Waco §

This instrument was acknowledged before me on the 12<sup>th</sup> day of November, 2008,  
by CHARLES PATRICK PATE.



THE STATE OF TEXAS  
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 13<sup>th</sup> day of November, 2008,  
by William Bleibdrey, as Sr. Vice President, Finance/ Admin. of TEXAS WESLEYAN  
UNIVERSITY, on behalf of the University.



Angie R. Sarver  
Notary Public, State of Texas

Angie R. Sarver  
Notary Public, State of Texas

Dee S. Finley  
Notary Public, State of Texas

William Bleibdrey  
Notary Public, State of Texas

THE STATE OF TEXAS §  
COUNTY OF Tarrant §

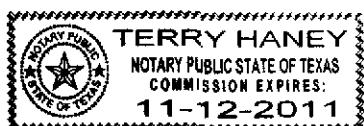
This instrument was acknowledged before me on the 17 day of November, 2008  
by Heidi B. Ellis as Vice President of Business Affairs of AUSTIN COLLEGE, on behalf of the  
College.



Diane H. Walsh  
Notary Public, State of Texas

THE STATE OF TEXAS §  
COUNTY OF TARRANT §

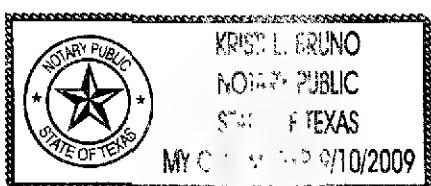
This instrument was acknowledged before me on the 19 day of November, 2008,  
by Brian Gutierrez, as Vice Chancellor for Finance/Admin. of TEXAS CHRISTIAN  
UNIVERSITY, on behalf of the University.



Terry Haney  
Notary Public, State of Texas

THE STATE OF TEXAS §  
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 11 day of November, 2008,  
by Mike Middlebrook, as V.P. of Ops. of RANGE TEXAS PRODUCTION,  
LLC, a Texas limited liability company, on behalf of the company.



Kristi L. Bruno  
Notary Public, State of Texas

EXHIBIT "A"

Attached hereto and made a part hereof is certain Oil and Gas Lease dated December 26, 2004 by and between Bank of America, N.A., Trustee of the A.M. Pace Mineral Trust, et al, as Lessor and Adexco Production Company, as Lessee.

**Tract 1:**  
A portion of the J.F. Heath Survey, situated about 10 miles Southwest of the courthouse in Tarrant County, Texas.

Commence at a Southeast corner of the J.F. Heath Survey, which is a short distance East of the Northeast corner of the J. Asberry Survey, and a run North  $\frac{1}{2}$  degrees West with its East line, in the middle of a road, 1920 varas, and then run North 75 degrees West along the middle of another road 808 - 4/10 varas, and North 88 degrees West 713 varas to the northeast and beginning corner of the tract being described.

Thence south, at 9 varas a Bois D'Arc stake in the South fence of the road, in all 1402-9/10 varas to a Bois D'Arc stake.

Thence West 533-4/10 varas to a Bois D'Arc stake on the North side of a corner post.

Thence North 3 degrees 50 minutes East 648 varas to a cedar corner post of fence.

Thence North 82 degrees 05 minutes West 127 varas to a cedar corner post of fence.

Thence North 20  $\frac{1}{2}$  degrees West 822  $\frac{1}{2}$  varas to a point in the middle of a County Road.

Thence with the middle of said road south 88 degrees, east 904 varas to the place of beginning, and containing 181-4/10 acres, of which 1-4/10 acres are embraced within the road along the North side of the tract leaving a net area of 160 acres.

The above described land is the same tract as Tract No. 1, situated in the J.F. Heath Survey as shown by a map of the J.N. Booker Estate attached to and made a part of the Decree of Confirmation of Partition in Cause No. 18733-A on the docket of the 67<sup>th</sup> District Court of Tarrant County, Texas, styled Alice Brooker et al vs. L.L. Brooker et al, which decree is recorded in Volume B-25 page 21 of the Minutes of said District Court, such tract having been allotted and set apart by said decree to Alice Brooker.

**Tract 2:**  
A portion of the J.F. Heath and A. Hodge surveys, situated about 10 miles southwest of the Courthouse in Tarrant County, Texas.

Commence at a southeast corner of the J.F. Heath Survey, which is a short distance east of the northeast corner of the J. Asberry Survey, and run West 1013 1/2 varas and then run North 27 degrees 10 minutes east 97 varas to a cedar post in the west right of way of the Fort Worth & Rio Grande Ry. 50 feet from the middle of the track, for the southeast and beginning corner of the tract being described.

Thence south 89  $\frac{1}{2}$  degrees west 508 varas to a cedar corner post of fence.

Thence north 38  $\frac{1}{4}$  degrees west 445 varas to a cedar corner post of fence.

Thence north 88-2/3 degrees west 238 varas to a cedar corner post of fence.

Thence north 16 degrees 50 minutes west 235 varas to a Bois D'Arc stake on the north side of a corner post.

Thence east 533-4/10 varas, to a Bois D'Arc stake.

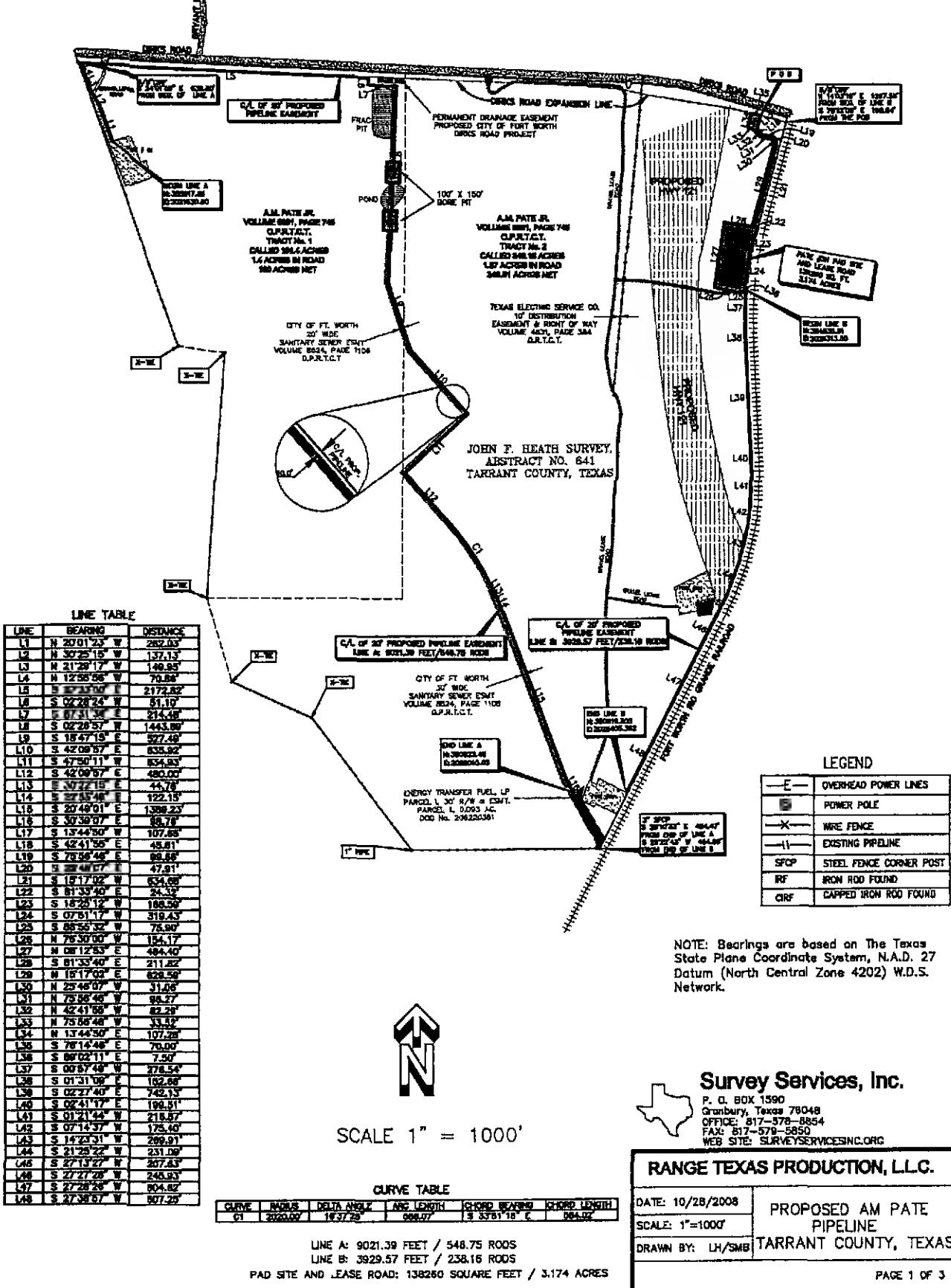
Thence north 1402-9/10 varas to a point in the middle of a County road, a Bois D'Arc stake in the south fence of the road bears South 9 varas.

Thence along the middle of the road south 88 degrees east 713 varas, and south 75 degrees east 338  $\frac{1}{2}$  varas to a point in the west right of way line of the Fort Worth & Rio Grande Ry. 50 feet from the middle of the track.

Thence along said right of way line south 15 degrees west 280-4/10 varas; and south 14 degrees 01 minutes west 36 varas, and south 12 degrees 03 minutes west 36 varas, and south 10 degrees 05 minutes west 36 varas, and south 8 degrees 07 minutes west 36 varas, and south 6 degrees 09 minutes west 36 varas, and south 4 degrees 11 minutes west 36 varas, and south 2 degrees 13 minutes west 36 varas, and south no degrees 18 minutes west 36 varas, and south 1 degree 48 minutes east 40 varas, and south 2 degrees 55 minutes east 358-2/10 varas, and south 1 degree 26 minutes east 36 varas, and south 1 degree 32 minutes west 36 varas, and south 4 degrees 31 minutes west 36 varas, and south 7 degrees 30 minutes west 36 varas, and south 10 degrees 28 minutes west 36 varas, and south 13 degrees 25 minutes west 36 varas, and south 16 degrees 25 minutes west 36 varas, and south 19 degrees 24 minutes west 36 varas, and south 22 degrees and 22 minutes west 36 varas, and south 25  $\frac{1}{4}$  degrees west 40 varas, and south 27 degrees 10 minutes west 732-3/10 varas to the place of beginning, and containing 348-18/100 acres of which 1-67/100 acres are embraced within the road along the north side of the tract, leaving a net area of 346-51/100 acres.

The above described land is the same tract as tract 3 shown on the map of the J.N. Booker Estate, situated in the J.F. Heath Survey about 10 miles Southwest of Fort Worth, Texas (which map is part of the Report of the Commissioners in the Decree of confirmation of partition recorded in Bk. B-25, pg 21, Minutes of the 67<sup>th</sup> District Court of Tarrant County, Texas in Cause No. 18733-A, styled Alice Brooker et al vs. L.L. Brooker et al, which decree is recorded in Volume B-25 page 21 of the Minutes of said District Court, such tract having been allotted and set apart by said decree to Alice Brooker).

## EXHIBIT B, Page 1



**EXHIBIT B, Page 2**

DIRK'S ROAD

6/8" CIRF  
240155Z E 639.80'  
FROM BEG. OF LINE A

BEGIN LINE A  
N: 355617.88  
E: 2021530.80

A.M. PATE JR.  
VOLUME 8891, PAGE 745  
O.P.R.T.C.T.  
TRACT No. 1  
CALLED 161.4 ACRES  
1.4 ACRES IN ROAD  
160 ACRES NET

PERMANENT DRAINAGE EASEMENT  
PROPOSED CITY OF FORT WORTH  
DIRKS ROAD PROJECT

L7

POND 5

100' X 150'  
BORE PIT

A.M. PATE JR.  
VOLUME 8801, PAGE 745  
O.P.R.T.C.T.  
TRACT No. 2  
CALLED 348.18 ACRES  
1.57 ACRES IN ROAD  
348.51 ACRES NET

CITY OF FT. WORTH  
20' WIDE  
SANITARY SEWER ESMT  
VOLUME 8524, PAGE 1106  
O.P.R.I.T.

TEXAS ELECTRIC SERVICE CO.  
10' DISTRIBUTION  
EASEMENT & RIGHT OF WAY  
VOLUME 4831, PAGE 384  
D.R.I.C.T.

JOHN F. HEATH SURVEY,  
ABSTRACT NO. 641  
TARRANT COUNTY, TEXAS

$$1^{\circ} = 600'$$

LINE A: 9021.39 FEET / 546.75 RODS  
LINE B: 3929.57 FEET / 238.18 RODS

PAD SITE AND LEASE ROAD:  
138260 SQUARE FEET / 3.174 ACRES

**NOTE:** Bearings are based on The Texas State Plane Coordinate System, N.A.D. 27 Datum (North Central Zone 4202) W.D.S. Network.

## **Survey Services, Inc.**

P. O. BOX 1590  
Granbury, Texas 76048  
OFFICE: 817-578-8854  
FAX: 817-578-5850  
WEB SITE: SURVEYSERVICESINC.ORG

RANGE TEXAS PRODUCTION, L.L.C.

DATE: 10/29/2008

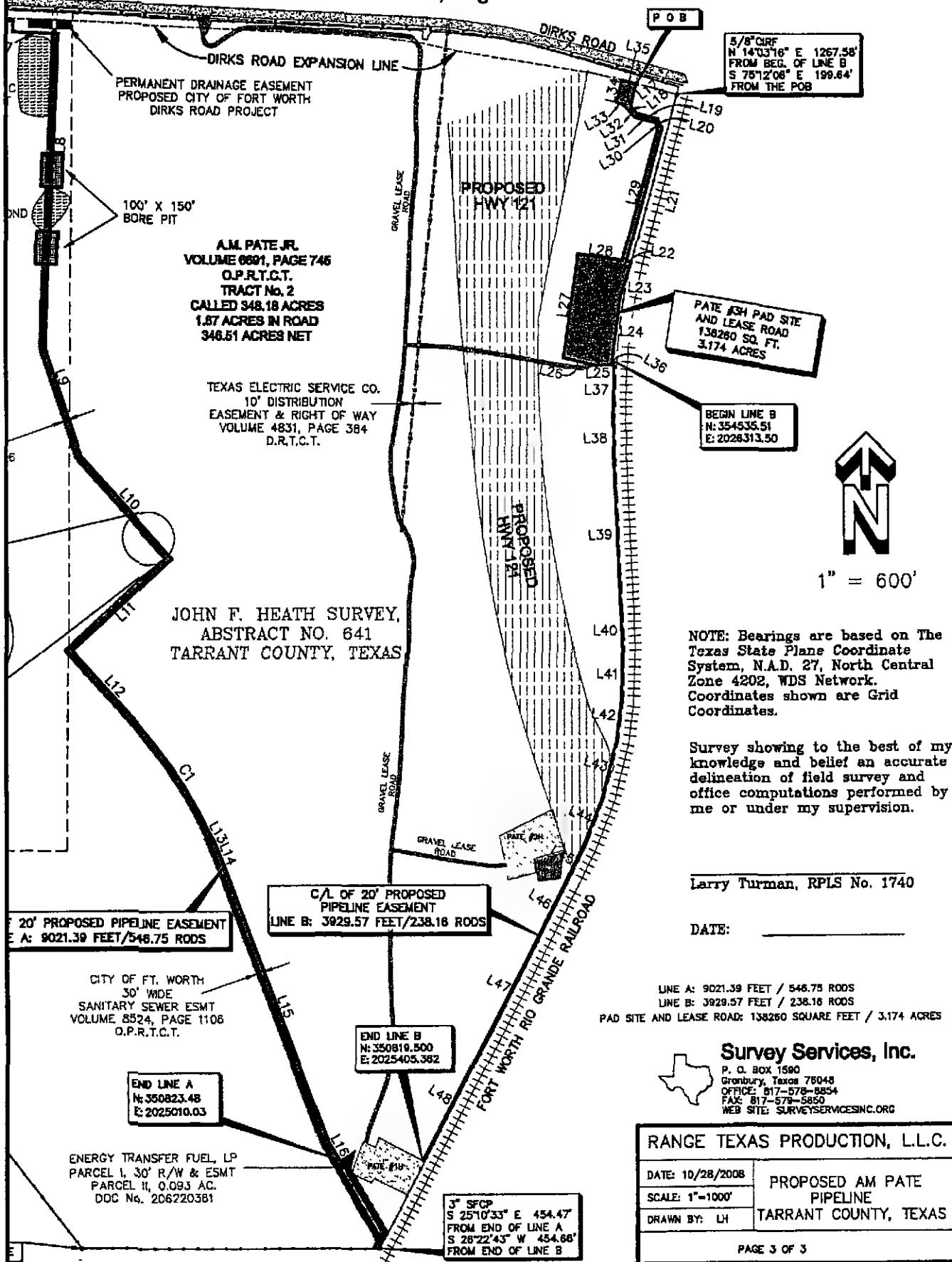
SCALE: 1<sup>°</sup>=1000

DRAWN BY: JH/EN

**PROPOSED AM PATE  
PIPELINE LINE "A"  
WARRANT COUNTY, TEXAS**

PAGE 2 OF 3

**EXHIBIT B, Page 3**



## EXHIBIT B, Page 4

### CENTERLINE FOR A 20 FEET WIDE RIGHT-OF-WAY

Being a centerline description of a 20 feet wide right-of-way, situated in the John F. Heath Survey, Abstract No. 641, Tarrant County, Texas and being over and across a called 161.4 acre tract described as Tract No. 1 and a called 348.18 acre tract described as Tract No. 2 in a deed to A.M. Pate JR., recorded in Volume 6691, Page 745 of the Deed Records of Tarrant County, Texas and being more particularly described as follows:

Said right-of-way being 10 feet each side of the following described centerline, the limits of which shall extend to their points of intersection:

#### LINE A

Beginning at a point in said Tract No. 1, being South 24°01'55" East, a distance of 639.80 feet from a 5/8 inch iron rod found in the south right-of-way line of Dirks Road and the west line of said Tract No. 1;

Thence across said Tract No. 1 and Tract No. 2 the following courses and distances:

North 20°01'23" West, a distance of 262.03 feet;

North 30°25'15" West, a distance of 137.13 feet;

North 21°29'17" West, a distance of 149.95 feet;

North 12°55'56" West, a distance of 70.86 feet;

South 87°33'50" East, a distance of 2172.82 feet;

South 02°28'24" West, a distance of 51.10 feet;

South 87°31'36" East, a distance of 214.48 feet;

South 02°26'57" West, a distance of 1443.69 feet;

South 18°47'15" East, a distance of 527.49 feet;

South 42°09'57" East, a distance of 635.92 feet;

South 47°50'11" West, a distance of 634.93 feet;

South 42°09'57" East, a distance of 480.00 feet to the beginning of a curve to the right whose chord bears South 33°51'15" East, a distance of 584.02 feet and having a radius of 2020.00 feet;

Thence with said curve to the right, an arc length of 586.07 feet to the end of said curve to the right;

South 30°22'15" East, a distance of 44.78 feet;

South 22°53'49" East, a distance of 122.15 feet;

South 20°49'01" East, a distance of 1389.23 feet;

South 30°39'07" East, a distance of 98.76 feet to the point of termination, said point being North 25°10'33" East, a distance of 454.47 feet from a found steel fence corner post for the occupied southeast corner of said Tract No. 2 and covering in all 9021.39 Feet (546.75 Rods).

#### LINE B

Beginning at a point in said Tract No. 2, being South 14°03'16" East, a distance of 1267.58 feet from a 5/8 inch iron rod found in the south right-of-way line of Dirks Road and the west right-of-way line of the Fort Worth and Rio Grande Railroad;

Thence across said Tract 2 the following courses and distances:

South 89°02'11" East, a distance of 7.50 feet;

South 00°57'49" West, a distance of 276.54 feet;

South 01°31'09" East, a distance of 152.68 feet;

South 02°27'40" East, a distance of 742.13 feet;

South 02°41'17" East, a distance of 199.51 feet;

South 01°21'44" West, a distance of 216.87 feet;

South 07°14'37" West, a distance of 175.40 feet;

South 14°23'31" West, a distance of 269.91 feet;

South 21°25'22" West, a distance of 231.09 feet;

## **EXHIBIT B, Page 5**

South 27°13'27" West, a distance of 207.63 feet;  
South 27°27'28" West, a distance of 245.93 feet;  
South 27°28'26" West, a distance of 604.62 feet;  
South 27°38'57" West, a distance of 607.25 feet to the point of termination in said Tract 2 from which a 3 inch steel fence corner post in the west right-of-way line of said railroad and the southeast corner of said Tract 2 bears South 26°22'43" West, a distance of 454.66 feet and covering in all 3929.57 Feet (238.16 Rods).

### **PAD SITE AND LEASE ROAD EASEMENT**

Being a tract of land situated in the John F. Heath Survey, Abstract No. 641, Tarrant County, Texas and being a portion of a called 348.18 acre tract described as Tract No. 2 in a deed to A.M. Pate JR., Volume 6691, Page 745 of the Deed Records of Tarrant County, Texas and being more particularly described as follows:

Beginning at a point in said Tract 2 from which a 5/8 inch iron rod found in the south right-of-way line of Dirks Road and the west right-of-way of the Fort Worth and Rio Grande Railroad bears South 75°12'06" East, a distance of 199.64 feet;

Thence across said Tract 2 the following courses and distances:

South 13°44'50" West, a distance of 107.65 feet;  
South 42°41'55" East, a distance of 45.81 feet;  
South 75°56'46" East, a distance of 99.66 feet;  
South 25°46'07" East, a distance of 47.91 feet;  
South 15°17'02" West, a distance of 634.68 feet;  
South 81°33'40" East, a distance of 24.32 feet;  
South 18°25'12" West, a distance of 168.59 feet;  
South 07°51'17" West, a distance of 319.43 feet;  
South 88°55'32" West, a distance of 75.90 feet;  
North 76°30'00" West, a distance of 154.17 feet;  
North 08°12'53" East, a distance of 484.40 feet;  
South 81°33'40" East, a distance of 211.82 feet;  
North 15°17'02" East, a distance of 629.59 feet;  
North 25°46'07" West, a distance of 31.06 feet;  
North 75°56'46" West, a distance of 96.27 feet;  
North 42°41'55" West, a distance of 82.29 feet;  
North 75°56'46" West, a distance of 33.52 feet;  
North 13°44'50" East, a distance of 107.28 feet;  
South 76°14'46" East, a distance of 70.00 feet to the point of beginning, containing 138237 Square Feet, or  
3.174 Acres of land.

Bearings are based on the Texas State Plane Coordinate System; N. A. D. 27 Datum (North Central Zone) derived from GPS observations using Trimble Real Time Kinematic System (RTK).

I, Larry Turman, declare that the above descriptions were prepared from an actual survey made on the ground, under my supervision, during the month of October, 2008.

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Larry Turman, RPLS  
October 28, 2008  
AM PATE JR LINE A & B PAD SITE AND LEASE ROAD

**EXHIBIT C**  
**Page 1 of 3**

Being a 34.099 acre tract of land situated in the J. F. Heath Survey, Abstract No. 641, Tarrant County, Texas, said 34.099 acre tract of land being a portion of a 348.18 acre tract of land (by deed) described as Tract No. 2 deeded by A. M. Pate, Jr., Trustee to A. M. Pate, Jr. by Warranty Deed dated March 2, 1979 and recorded in Volume 6691, Page 475 of the Deed Records of Tarrant County, Texas, said 34.099 acre tract of land being more particularly described by metes and bounds as follows:

**BEGINNING** at a point for the intersection of the north line of said Tract No. 2 with the proposed easterly right-of-way line of State Highway 121, said point being in Alta Mesa Boulevard (Dirks Road) (C.R. 1043), a variable width right-of-way, said point being the beginning of a Control of Access Line, said point having grid coordinates of N=6,919,384.59 and E=2,302,412.25, from which a point for the reconstructed northeast corner of said Tract No. 2 bears South 75 degrees 06 minutes 35 seconds East, a distance of 432.47 feet, said point being in the westerly right-of-way line of the Fort Worth & Western Railroad (a 100.0' right-of-way);

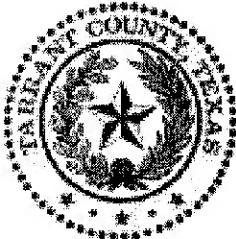
- (1) **THENCE** South 14 degrees 45 minutes 35 seconds West, with the proposed easterly right-of-way line of said State Highway 121 and with the said Control of Access Line, passing at a distance of 25.58 feet a R.O.W. Marker set for corner in the existing southerly right-of-way line of Alta Mesa Boulevard, said R.O.W. Marker being 328.13 feet left of and at right angles to centerline station 790+70.41 of the proposed centerline of State Highway 121, in all, a distance of 64.11 feet to a R.O.W. Marker set for corner;
- (2) **THENCE** South 11 degrees 05 minutes 59 seconds West, with the proposed easterly right-of-way line of said State Highway 121 and with the said Control of Access Line, a distance of 1173.51 feet to a R.O.W. Marker set for the beginning of a curve to left having a radius of 5569.58 feet, a central angle of 20 degrees 46 minutes 46 seconds and whose radius bears a radial bearing of South 88 degrees 22 minutes 38 seconds East;
- (3) **THENCE** with said curve to the left and with the proposed easterly right-of-way line of said State Highway 121 and with the said Control of Access Line, an arc length of 2019.91 feet to a R.O.W. Marker set for corner;
- (4) **THENCE** South 26 degrees 23 minutes 52 seconds East, with the proposed easterly right-of-way line of said State Highway 121 and with the said Control of Access Line, a distance of 176.50 feet to a R.O.W. Marker set for corner;

**EXHIBIT C**  
**Page 2 of 3**

- (5) THENCE South 19 degrees 09 minutes 24 seconds East, with the proposed easterly right-of-way line of said State Highway 121, a distance of 116.30 feet to a R.O.W. Marker set for corner in the easterly line of said Tract No. 2 and in the westerly right-of-way line of said Fort Worth & Western Railroad, said R.O.W. Marker being the end of said Control of Access Line, from which a point for a reconstructed corner in the easterly line of said Tract No. 2 bears North 13 degrees 22 minutes 03 seconds East, a distance of 50.34 feet;
- (6) THENCE South 13 degrees 22 minutes 03 seconds West, with the easterly line of said Tract No. 2 and with the westerly right-of-way line of said Fort Worth & Western Railroad, a distance of 49.66 feet to a point for a reconstructed corner;
- (7) THENCE South 16 degrees 20 minutes 03 seconds West, with the easterly line of said Tract No. 2 and with the westerly right-of-way line of said Fort Worth & Western Railroad, a distance of 100.00 feet to a point for a reconstructed corner;
- (8) THENCE South 19 degrees 18 minutes 03 seconds West, with the easterly line of said Tract No. 2 and with the westerly right-of-way line of said Fort Worth & Western Railroad, a distance of 100.00 feet to a point for a reconstructed corner;
- (9) THENCE South 22 degrees 16 minutes 03 seconds West, with the easterly line of said Tract No. 2 and with the westerly right-of-way line of said Fort Worth & Western Railroad, a distance of 100.00 feet to a point for a reconstructed corner;
- (10) THENCE South 25 degrees 24 minutes 03 seconds West, with the easterly line of said Tract No. 2 and with the westerly right-of-way line of said Fort Worth & Western Railroad, a distance of 111.11 feet to a point for a reconstructed corner;
- (11) THENCE South 27 degrees 04 minutes 03 seconds West, with the easterly line of said Tract No. 2 and with the westerly right-of-way line of said Fort Worth & Western Railroad, a distance of 75.11 feet to a R.O.W. Marker set for corner in the proposed westerly right-of-way line of said State Highway 121, said R.O.W. Marker being the beginning of a Control of Access Line, said R.O.W. Marker being 160.00 feet right of and at right angles to centerline station 829+03.86 of the proposed centerline of State Highway 121, from which a cedar post found for the southeast corner of said Tract No. 2 bears South 27 degrees 04 minutes 03 seconds West, a distance of 1959.05 feet;

**EXHIBIT C**  
**Page 3 of 3**

- (12) THENCE North 19 degrees 07 minutes 23 seconds West, with the proposed westerly right-of-way line of said State Highway 121 and with the said Control of Access Line, a distance of 524.15 feet to a R.O.W. Marker set for the beginning of a curve to the right having a radius of 5889.58 feet, a central angle of 12 degrees 57 minutes 12 seconds and whose radius bears a radial bearing of North 70 degrees 50 minutes 39 seconds East;
- (13) THENCE with said curve to the right, with the proposed westerly right-of-way line of said State Highway 121 and with the said Control of Access Line, an arc length of 1331.50 feet to a R.O.W. Marker set for corner;
- (14) THENCE North 06 degrees 12 minutes 09 seconds West, with the proposed westerly right-of-way line of said State Highway 121 and with the said Control of Access Line, a distance of 729.46 feet to a R.O.W. Marker set for corner;
- (15) THENCE North 04 degrees 05 minutes 22 seconds West, with the proposed westerly right-of-way line of said State Highway 121 and with the said Control of Access Line, a distance of 963.02 feet to a R.O.W. Marker set for corner;
- (16) THENCE North 06 degrees 47 minutes 33 seconds East, with the proposed westerly right-of-way line of said State Highway 121 and with the said Control of Access Line, passing at a distance of 423.12 feet a R.O.W. Marker set in the existing south right-of-way line of said Alta Mesa Boulevard, said R.O.W. Marker being 303.00 feet right of and at right angles to centerline station 790+21.66 of the proposed centerline of State Highway 121, in all, a distance of 458.59 feet to a point in the north line of said Tract No. 2, said point being in Alta Mesa Boulevard, from which a point for the reconstructed northwest corner of said Tract No. 2 bears North 88 degrees 06 minutes 35 seconds West, a distance of 1841.67 feet;
- (17) THENCE South 88 degrees 06 minutes 35 seconds East, with the north line of said Tract No. 2 and with said Alta Mesa Boulevard, a distance of 138.24 feet to a point for a reconstructed corner;
- (18) THENCE South 75 degrees 06 minutes 35 seconds East, with the north line of said Tract No. 2 and with said Alta Mesa Boulevard, a distance of 501.95 feet to the **POINT OF BEGINNING**, and containing 1,485,360 square feet or 34.099 acres of land, of which 19,763 square feet lies within the existing right-of-way of Alta Mesa Boulevard, leaving a net area of 1,465,597 square feet or 33.645 acres of land, more or less.



MARIBEL P CHAVEZ  
TXDOT  
POB 6868  
FTW TX 76115

Submitter: ALAMO TITLE HOLDING CO

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SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
100 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401

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By:



**D208446636**

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